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No. 99-643

IN THE

Supreme Court of the United States

WAREHAM EDUCATION ASSOCIATION,
BRIDGEWATER EDUCATION ASSOCIATION,
and FAIRHAVEN EDUCATORS' ASSOCIATION,

Petitioners,

v.

MASSACHUSETTS LABOR RELATIONS COMMISSION,
DAVID DUPUIS, ELEANOR DUPUIS, BETSY ANN WOOD,
CHARLES CIPOLLINI, and PETER ANTHONY,

Respondents.

On Petition for Writ of Certiorari to the Supreme Judicial Court of Massachusetts

BRIEF IN OPPOSITION TO PETITION FOR WRIT OF CERTIORARI

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November 1999

QUESTIONS PRESENTED

1. Whether a small, affiliated union, or an individual nonmember, should bear the burden of verifying the union's financial information when reliable information is necessary to competently evaluate the union's agency fee demand?

2. Whether independent and adequate state grounds exist to support the decision below?

3. Where a union is found by an administrative agency to have violated a state statute by the manner in which it demanded compulsory union fees, may the administrative remedy include temporary forfeiture of the fee until such time as the union submits a legally proper demand?

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OPINIONS BELOW

The decision and order of the Massachusetts Labor Relations Commission is reported at 24 Massachusetts Labor Cases 23 (1997). The decision and order of the Massachusetts Supreme Judicial Court is reported at 430 Mass. 81, 713 N.E.2d 363 (1999). Both opinions are set forth in the appendix to the Petition for Writ of Certiorari.

JURISDICTION

To the extent this Court has jurisdiction, it is based on 28 U.S.C. § 1257 (a). Respondents argue below this Court lacks jurisdiction based on the independent and adequate state grounds for the decisions below.

CONSTITUTIONAL AND STATUTORY PROVISIONS INVOLVED

The First Amendment to the United States Constitution provides: "Congress shall make no law respecting an establishment of religion, or prohibiting the free exercise thereof; or abridging the freedom of speech, or of the press; or the right of the people peaceably to assemble, and to petition the Government for a redress of grievances."

Massachusetts General Laws chapter 150E § 11 says in pertinent part:

> If, upon all the testimony, the commission determines that a prohibited practice has been committed, it shall state its findings of fact and shall issue and cause to be served on the party committing the prohibited practice an order requiring it or him to cease and desist from such prohibited practice, and shall take such further affirmative action as will comply with the provisions of this section, including but not limited to the withdrawal of certification of an employee organization established by or assisted in its establishment by any such prohibited practice. It shall order the reinstatement with or without back pay of an employee discharged or discriminated against in violation of the first paragraph of this section.

Massachusetts General Laws chapter 150 E § 12 states:

> The commonwealth or any other employer shall require as a condition of employment during the life of a collective bargaining agreement so providing, the payment on or after the thirtieth day following the beginning of such employment or the effective date of such agreement, whichever is later, of a service fee to the employee organization which in accordance with the provisions of this chapter, is duly recognized by the employer or designated by the commission as the exclusive bargaining agent for the unit in which such

employee is employed; provided, however, that such service fee shall not be imposed unless the collective bargaining agreement requiring its payment as a condition of employment has been formally executed, pursuant to a vote of a majority of all employees in such bargaining unit present and voting.

Prior to the vote, the exclusive bargaining agent shall make reasonable efforts to notify all employees in the unit of the time and place of the meeting at which the ratification vote is to be held, or any other method which will be used to conduct the ratification vote. The amount of such service fee shall be equal to the amount required to become a member and remain a member in good standing of the exclusive bargaining agent and its affiliates to or from which membership dues or per capita fees are paid or received. No employee organization shall receive a service fee as provided herein unless it has established a procedure by which any employee so demanding may obtain a rebate of that part of said employee's service payment, if any, that represents a pro rata share of expenditures by the organization or its affiliates for:

(1) contributions to political candidates or political committees formed for a candidate or political party;

(2) publicizing of an organizational preference for a candidate for political office;

(3) efforts to enact, defeat, repeal or amend legislation unrelated to the wages, hours, standard of productivity and performance, and other terms and conditions of employment, and the welfare or the working environment of employees represented by the exclusive bargaining agent or its affiliates;

(4) contributions to charitable, religious or ideological causes not germane to its duties as the exclusive bargaining agent;

(5) benefits which are not germane to the governance or duties as bargaining agent, or the exclusive bargaining agent or its affiliates and available only to the members of the employee organization.

It shall be a prohibited labor practice for an employee organization or its affiliates to discriminate against an employee on the basis of the employee's membership, nonmembership or agency fee status in the employee organization or its affiliates.

STATEMENT OF THE CASE

Facts: David and Eleanor Dupuis are teachers in the Bridgewater public schools. Betsy Ann Wood is a teacher in the Wareham public schools. Charles Cipollini and Peter Anthony are teachers in the Fairhaven public schools. Mr. and Mrs. Dupuis, Ms. Wood, Mr. Cipollini and Mr. Anthony (hereinafter collectively referred to as "teachers") are subject to collective bargaining agreements entered into by, respectively, the Bridgewater Education Association ("BEA"), the Wareham Education Association ("WEA") and the Fairhaven Educators Association ("FEA").

The Bridgewater Education Association, the Wareham Education Association and the Fairhaven Educators Association (hereinafter collectively referred to as "associations" or "local unions") are affiliated on the state level with the Massachusetts Teachers Association ("MTA") and on the national level with the National Education Association ("NEA").

The teachers have not joined the associations or the associations' state and national affiliates. Nevertheless, they are required to pay agency fees to these unions and their affiliates as

a result of collective bargaining agreements between their employers and the unions.

Although employers and unions are allowed to enter into agency fee agreements in the Commonwealth of Massachusetts, they are not required to do so. (G.L. c. 150E § 12) As a result, most of the local affiliates of the MTA have not entered into agreements which coerce support from nonmembers.[1]

The smaller the local affiliate, the less likely it is to enter into compulsory fee agreements with the employer. Almost two-thirds of the local affiliates of the MTA (196) are smaller than the smallest of the three local unions (i.e., WEA) involved in this case. Of those 196 small locals, fewer than one-third (62) have entered into coercive agreements. Of those 62, only 27 represent teachers who have not joined the union.

Beginning in 1989, the local unions demanded that the teachers pay an agency fee which generally equaled the amount of dues paid by voluntary union members.[2]

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[1] Out of 300 local affiliates, only 137 have agency fee agreements.

[2] Dues for the Bridgewater Education Association for the year at issue were $299, of which $30 was retained by the BEA, $191 was sent to the MTA and $78 was forwarded to the NEA. The agency fees demanded of the Dupuis for that same year were $275.45, of which $30 was retained by the BEA, $186.95 was sent to the MTA and $58.50 was forwarded to the NEA.

Dues for the Wareham Education Association for the 1987-88 school year were $283, of which $30 was retained by the WEA, $178 was sent to the MTA and $75 was forwarded to the NEA. The agency fee demanded of Ms. Wood for that same year was $242.63, of which $29.18 was retained by the WEA, $157.57 was sent to the MTA and $55.88 was forwarded to the NEA. The dues for the Wareham Education Association for the 1988-89 school year were $299, of which $30 was retained by the WEA, $191 was sent to the MTA and $78 was forwarded to the NEA. The agency fee demanded of Ms. Wood for 1988-89 was $262.73, of which $30 was retained by the WEA,

(continued...)

The local unions' fee demands were not accompanied by an audit of their financial books and records. An audit would allow the teachers to have a trustworthy basis on which to review the local unions' actual expenditures to decide whether they thought the fee demand was excessive. The fee demands provided some unaudited financial information, but did not disclose all union expenditures.

For objecting nonmembers like the teachers, the local unions' state and national affiliates calculated a reduced agency fee that was less than the dues paid by voluntary union members. These calculations included audits of the affiliates' books and records.

The MTA, the state affiliate which receives the lion's share of the compelled fees, "rebates" a portion of these fees to the local in what it terms "local office support." This local office support, which can be up to 50% of total local expenses, carries some strings with it. One of those "strings" is that the local affiliate cedes to the MTA the authority to require an audit of the local's books "in the event the MTA deems it necessary."

The authority of the MTA to require audits of its local affiliates became a matter of internal controversy after this case was filed. The MTA employs what it calls "regional services consultants" to handle relationships with the local affiliates. One MTA regional services consultant, Charles Baldwin, became alarmed when he noticed that both "malfeasance" and

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[2] (...continued)
$174.23 was sent to the MTA and $58.50 was forwarded to the NEA.

The dues for the Fairhaven Education Association for the year at issue were $314, of which $45 was retained by the FEA, $191 was sent to the MTA and $78 was forwarded to the NEA. The agency fees demanded of Mr. Anthony and Mr. Cipollini for that year were $290.45, of which $45 was retained by the FEA, $186.95 was sent to the MTA and $58.50 was forwarded to the NEA.

"nonfeasance" were taking place when it came to the handling of money by local affiliates.

Mr. Baldwin wrote a letter to MTA's Executive Director (with a copy to the General Counsel and others) relating his experience, and reporting that he consulted with Mike O'Neil, a C.P.A. employed by the MTA, and learned from him of a list of other MTA locals which had similar problems. Baldwin suggested that a way to combat this serious problem was to "make it disadvantageous for our locals not to have their books audited each year."

The teachers have an independent basis for fearing that locals have something to hide from the knowledgeable eyes of experts. When the FEA was required to bring its financial books and records to a Labor Relations Commission hearing, the FEA refused (on advice of MTA counsel) to produce the books and records to the nonunion teachers if those teachers insisted upon being aided in the matter by their own attorney.

Nationwide, there is a rising concern about the trustworthiness of the financial records of small unions. According to one published study, when it comes to officer embezzlement of union funds, "[t]he vast majority of all victim labor organizations, 78 percent, were local unions." Arthur L. Bowker, *Trust Violators in the Labor Movement: A Study of Union Embezzlement*, 19 J. Lab. Res. 571, 574 (1998). Indeed, the introduction to this study summarized part of the findings that, "victim unions were small in financial and membership size." *Id.* at 571.

These same concerns exist here. In one local, the auditors had to work on the accounting records to bring them to the point where they could be audited. According to an MTA employee and an MTA auditor, at least eight MTA locals suffered from malfeasance and nonfeasance on the part of local officers when handling funds.

It takes a certain minimal amount of time, even for trained professionals, to determine if a small union's financial

records are trustworthy. The local unions' own expert testified that he would budget 60 hours to audit a small local. In its decision, the Massachusetts Labor Relations Commission recounted the steps a certified public accountant takes in determining whether a union's financial statements are trustworthy. These include confirming the amount of financial transactions with outside banks and vendors. (Appendix to Petition "App." at 30a-31a) Obviously, this test would take longer for a teacher who is untrained in the science of auditing financial records—assuming such testing with banks and vendors would even be possible.

Proceedings Below: After the teachers received the agency fee demands which failed to include an audit of local union expenses, they timely filed prohibited practice charges with the Massachusetts Labor Relations Commission challenging the procedures by which the local unions demanded their agency fees, and other matters not pertinent here. The charges raised the constitutional and state statutory right of the teachers to receive from the local unions audited information so they could gauge the propriety of the unions' fee demands.

The Commission issued a complaint alleging that these three local unions did not provide the teachers "with an independent auditor's financial statement of its revenues and expenses for the fiscal year preceding the period for which the fee was demanded." Since the local unions had not provided the teachers with any audited financial information at the time of the agency fee demand, the Commission's allegation was admitted by all three unions. The local unions did not plead any affirmative defense to their failure to provide an audit to the teachers.

The Commission held several hearings. Recommended Findings of Fact were issued by Commissioner William Dalton on October 28, 1996. A unanimous final decision and order was handed down by the Commission on October 29, 1997, holding that the local unions violated state law by failing to provide audited financial information to the teachers. Upon the request of the local unions, the Supreme Judicial Court granted direct

review of the Commission's decision. On July 15, 1999, the Supreme Judicial Court unanimously affirmed the decision of the Commission.

REASONS FOR DENYING THE PETITION

I. PETITIONERS CANNOT POINT TO A SEAM, MUCH LESS A SPLIT, IN THE SOLID SCREEN OF ADVERSE DECISIONS BELOW.

In *Chicago Teachers Union v. Hudson*, 475 U.S. 292, 307 n.18 (1986), this Court determined that a union must provide an audit of its books and records whenever it makes an agency fee demand upon nonmembers. Specifically, this Court required that the union's "major categories of expenses" be disclosed "as well as verification by an independent auditor." (*Id.*)

A phalanx of federal circuit courts have reaffirmed the *Hudson* audit requirement. None have rejected it for public employees. Second Circuit: *Andrews v. Education Ass'n of Cheshire*, 829 F.2d 335, 340 (2d Cir. 1987); Third Circuit: *Hohe v. Casey*, 956 F.2d 399, 415 (3d Cir. 1992); Fourth Circuit: *Dashiell v. Montgomery Cty.*, 925 F.2d 750, 756-57 (4th Cir. 1991); Sixth Circuit: *Lowary v. Lexington Local Bd. of Educ.*, 903 F.2d 422, 431-32 (6th. Cir. 1990), *cert. denied*, 498 U.S. 958 (1990); *Tierney v. City of Toledo*, 917 F.2d 927, 933-36 (6th Cir. 1990); *Damiano v. Matish*, 830 F.2d 1363, 1370 (6th Cir. 1987); Seventh Circuit: *Ping v. National Educ. Ass'n*, 870 F.2d 1369, 1374 (7th Cir. 1989) (quoting *Lowary v. Lexington Local Bd. of Educ.*, 704 F. Supp. 1461, 1466 (N.D. Ohio 1988)); Ninth Circuit: *Knight v. Kenai Peninsula Borough Sch. Dist.*, 131 F.3d 807, 813 (9th Cir. 1997), *cert. denied*, 524 U.S. 904 (1998); D.C. Circuit: *Ferriso v. NLRB*, 125 F.3d 865, 867-72 (D.C. Cir. 1997).

Petitioner local unions acknowledge this unanimity by candidly confessing that it is "well established" that "an independent audit of the expenditures on which the agency fee is based must be provided to fee payers." (Pet. at 14)

The audit requirement is not some arcane technical standard. Both the Supreme Judicial Court of Massachusetts and the Massachusetts Labor Relations Commission acknowledged the basis for the requirement of audited information is to allow nonmembers some measure of assurance the local unions' financial information is *reliable*. (App. at 10a-11a; 40a-41a)

This concern about reliability is magnified in small locals. As mentioned above, the Bowker study found that when it came to financial improprieties, "victim unions were small in financial and membership size." Bowker, 19 J. Lab. Res. at 571.

These kinds of concerns about small unions have proven well founded in Massachusetts. The trial revealed auditors had to work on the accounting records of one local to bring it to the point where it could be audited. According to a union employee and a union auditor, at least eight locals of the MTA suffered from malfeasance and nonfeasance on the part of local officers when handling funds.

Indeed, the local unions' expert witness testified that in "most" small locals one person handles all the accounting and, therefore, the expert could not place any reliance on union "internal controls."

Since reliable financial information is at the heart of the *Hudson* procedure, and the "Achilles' heel" of small union finances is reliability, the question becomes who should bear the burden of determining the veracity of the local unions' financial records?

While the local unions can limit their financial burden to $30 (the amount they collect), the financial burden on the teacher seeking to protect First Amendment rights is significant. The Massachusetts Labor Relations Commission recounted the steps a certified public accountant takes to determine whether a union's financial statements are trustworthy. These include confirming the amount of financial transactions with outside banks and vendors. (App. at 30a-31a) The unions' expert witness

testified that he would budget 60 hours to audit a small local. This means that highly-trained professionals are required to expend at least $2,000 worth of their time to review the accounting records of the Wareham Education Association to determine whether the records can be relied upon.

Should Betsy Ann Wood (the Wareham nonmember) be required to invest, at a minimum, 60 hours of her time to determine whether the WEA's financial records are adequate for her to gauge the propriety of its claim to $30.00 of her money? Hardly! This is the essence of an unconstitutional burden on free speech rights.[3]

No proper consideration of the burden on these small locals would be complete without a consideration of their large state and national affiliates. The local unions' affiliates are a large and ready source of financial help. The MTA has an annual income of nearly $13 million and the NEA has an annual income of almost $118 million. The MTA not only has the authority to require audits of its local affiliates, the record shows it has paid for them in the past.

These local unions charge the teachers for all three levels of the "unified" organization, on the basis that support for the large state and national affiliates is essential to having the proper resources for effective collective bargaining. The ability of these affiliates to bring their "considerable economic" resources to bear to help locals in need is the precise reason this Court ruled

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[3] The local unions disingenuously suggest (Pet. at 20) that the requirement of providing reliable audited financial information to nonmembers is not important because they can skip "virtually cost-free and risk-free" to the next stage of the *Hudson* procedure - which is the trial. A trial on the amount of the state affiliate's agency fee has already taken place. *Springfield Educ. Ass'n (Belhumeur)*, 23 MLC 247 (1997). Although that case is on appeal, the nonmembers in that case proved the affiliate's demands were illegally high. The procedure took approximately eight years, 53 days of trial and $50,000 in court reporters' fees to say nothing of attorney resources.

nonmembers can be compelled to support all three levels of the union hierarchy. *Lehnert v. Ferris Faculty Ass'n*, 500 U.S. 507, 523 (1991).

Affiliate resources, however, are a topic the local unions would like to avoid when it comes to claiming "burden." This Court must not close its eyes, when evaluating claims of "burden," to the collections operation or the multilevel, interlocking nature of these unions. *Andrews*, 829 F.2d at 340 n. 2.

In a desperate search for any aberration in the solid wall of adverse precedent and common sense protection for nonmembers' rights, the local unions claim that *Prescott v. County of El Dorado,* 177 F.3d 1102 (9th Cir. 1999) "would appear to sanction the financial disclosure provided by [the local unions] in this case." (Pet. at 16)

That brings us to the essence of this Petition. Against a solid wall of adverse precedent, the most the local unions can say is that *Prescott appears* to support them. Appearance has proven deceiving to the local unions, for the Supreme Judicial Court of Massachusetts relied upon *Prescott* in ruling against them. (App. at 10a)

II. TRANSACTION COSTS CANNOT DEFEAT FREE SPEECH RIGHTS.

"[O]ne important manifestation of the principle of free speech is that one who chooses to speak may also decide 'what not to say.'" *Hurley v. Irish-American Gay Group*, 515 U.S. 557, 573 (1995) (quoting *Pacific Gas & Electric Co. v. Public Utilities Comm'n*, 475 U.S. 1, 16 (1986). The teachers here do not want to join these unions and do not want to support their political and ideological activities.

These are "core" First Amendment concerns. *Lehnert* 500 U.S. at 516; *Shea v. International Ass'n of Machinists,* 154 F.3d 508, 517 (5th Cir. 1998) (Nonunion employees who call upon the court in this type of case "to protect the[ir] free speech

rights ... from intrusive union procedures ... [raise] rights whose protection are at or near 'the core' of the First Amendment").

The fundamental First Amendment rights involved in this litigation require that prophylactic procedures "be carefully tailored to minimize the infringement." *Hudson*, 475 U.S. at 303.

The state courts of Massachusetts have determined that the teachers' stake in this litigation is their free speech rights while the unions' stake is "only [to] funds to which [they are] entitled by statute and agreement." *School Comm. of Greenfield v. Greenfield Educ. Ass'n*, 385 Mass. 70, 84, 431 N.E.2d 180, 189 (1982).[4]

In general, cost considerations are not a sufficient basis to defeat First Amendment claims. *Tashjian v. Republican Party of Conn.*, 479 U.S. 208, 218 (1986).

Specifically, the Second Circuit has ruled that burden is not a proper defense to the required *Hudson* procedures:

> [T]he district court should not have approached this question with a balancing test in which the cost to the union and the practicality of the procedures were to be weighed against the dissenters' First Amendment interests. We believe that the procedures mandated by *Hudson* are to be accorded all nonmembers of agency shops regardless of whether the union believes them to be excessively costly. Excessive cost cannot form the basis for allowing the union or the government to avoid *Hudson's* requirement ....

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[4] It is probably more accurate to say that the unions' interest is only contractual. The court below noted that Massachusetts law only permits, and does not mandate, union security agreements. (App. at 9a) Reflected in the record is the fact that most of the MTA's locals have not entered into agency fee agreements.

Andrews 829 F.2d at 339.

The Sixth Circuit, after quoting from *Andrews,* opined:

> Although it may be somewhat burdensome on the unions, full disclosure of financial information is a minimal requirement in exchange for this interference. *Hudson* and a due regard for First Amendment values lead to this conclusion.

Lowary, 903 F.2d at 432.[5]

If the amount of money at issue were a cognizable concern, this Court in *Hudson* would not have imposed the constitutionally required procedures with this note: "The amount at stake for each individual dissenter does not diminish this concern [about the risk that constitutional rights will be violated]. For, whatever the amount, the quality of respondents' interest in not being compelled to subsidize the propagation of political or ideological views that they oppose is clear." *Hudson,* 475 U.S. at 305.

III. THE DECISION BELOW ALSO RESTS ON INDEPENDENT STATE GROUNDS.

If there are adequate and independent state grounds for the decision of a state court, this Court is deprived of jurisdiction. *Zacchini v. Scripps-Howard Broadcasting Co.*, 433 U.S. 562, 565-68 (1977); *Black v. Cutter Laboratories,* 351 U.S. 292, 297-99 (1956). In the court below, the Massachusetts Labor Relations Commission vehemently argued:

> The Unions conveniently ignore the fact that the Commission's decision here rests not only on the First Amendment requirements ... but also rests

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[5] The defendant local union in *Lowary* was less than one-third the size of the smallest union here.

on the Commission's application of the broad policies underlying the language of Section 12 of Chapter 150 E.

The local unions' Petition fails to mention, much less discuss, the jurisdictional problems presented by the Commission's decision to rest its opinion not only upon First Amendment requirements, but also upon the Commission's application of the broad policies underlying the Massachusetts labor statute, G.L. c. 150E. The Commission argued before the court below that its decision was based upon "sound labor policy" and its opinion stated its audit requirement for small locals was a result of recognizing and accommodating "divergent interests when interpreting and applying the Law." (App. at 42a)

IV. THIS COURT DOES NOT SIT TO REVISIT THE DISCRETIONARY REMEDIAL DECISIONS OF A STATE ADMINISTRATIVE AGENCY.

Remedial decisions of the National Labor Relations Board are subject to limited judicial review. *Fibreboard Paper Products v. NLRB*, 379 U.S. 203, 216 (1964). The Massachusetts Supreme Judicial Court has ruled the Massachusetts Labor Relations Commission has similar discretionary statutory authority under state law (compare 29 U.S.C. § 160 (c) with Mass. G.L. c. 150E § 11), when it comes to questions of remedy. *Therrien v. Labor Relations Comm'n,* 390 Mass. 644, 648, 459 N.E.2d 88, 91 (1983); *School Comm. of Newton v. Labor Relations Comm'n,* 388 Mass. 557, 580 (1983).

There is no abuse of discretion in the Commission's remedial decision. The Commission has not denied the local unions the ability to require reimbursement for their collective bargaining expenses at some future time. It has only released the teachers' money from escrow based on the local unions unlawful demand. (App. at 43a: "Cease and desist from requiring the Charging Parties to pay an agency service fee ... based on the invalid demands.")

The local unions can make a new agency fee demand when they comply with the constitutionally required procedures. The Commission places essentially no restrictions on a union's ability to continue making agency fee demands on nonmembers, even though earlier demands were illegal.

Malden Education Association, 15 MLC 1029 (1988) is instructive. In that case, the Malden Education Association made four agency fee demands upon a nonmember for the same year (1983-84). These demands were made on September 19, 1983, November 18, 1983, February 29, 1984 and November 9, 1984. *Id.* at 1032. The Commission held that the first two demands were illegal because the union had not filed the proper financial information. *Id.* at 1035, 1037. However, when the union later filed the proper financial information, the Commission determined the third and fourth demands to be valid. *Id.* at 1035.

In its argument to the court below, the Massachusetts Labor Relations Commission stated: "[n]one of [the cases cited by the local unions] arose under a regulatory scheme like that in Massachusetts where a union's right to collect a fee is only triggered by a valid demand." To the extent that a union has a right to collect a fee from Massachusetts teachers, the Commission's decision does nothing to thwart that right. Instead, it simply requires that right to be enforced in a way that is consistent with state law and the First Amendment.

A remedial decision, based upon a state regulatory scheme, is beyond the purview of this Court.

CONCLUSION

The local unions present no meritorious reason for a writ of certiorari in this case. With respect to all issues the local unions have raised, the decision of the Supreme Judicial Court either rested on adequate and independent state law grounds or correctly followed the applicable decisions of this Court. The court below properly affirmed the state remedial determination of the administrative agency. The local unions cannot point to any conflict among the courts of appeals concerning the issues and no real conflict exists concerning this issue. Therefore, the local unions' Petition should be denied.

Respectfully submitted,

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